SOI	SAN IANTATIANI ANGERD ANIN ANAADIN				VTRACT IS A RATED ORDER AS (15 CFR 700)			RATING	PAGE	E OF	PAGES 41				
2. CONTRA			3. SOLICITA N00174-00	ATION NO.	4. TYP	E OF SC SEALEI	OLICITA' D BID (IF	ΓΙΟΙ B)	N 5	5. DATE ISSUED 26 Apr 2006	6. REQUISITION	I I/PURCHASE NO.			
7. ISSUED I	BY			CODE	'					RESS OFFER TO	(If other than It	em 7) CO	DDE		
101 STRAUS ATTN: KARE KAREN.TIND INDIAN HEAI	S AVE. BL EN TINDLE DLEY@NA\	Y C12J /Y.MIL		TEL: 301/74 FAX: 301/74					S	ee Item 7		TEL: FAX:			
NOTE: In sea	led bid solic	citations "offer" and "	offeror" mean "b	id" and "bidder".											
							SOLI								
handcarrie	ed, in the	e depository loc	cated in			Procu	<u>uremen</u>	t Bl	dg 15	558	until <u>C</u>	place specified in (3:00 PM) local ti	me 26 N	/lay 20 ate)	
		ed in this solic		ons, and with	ıarawaı	is: See	Section	n L	, Prov	/ISION INO. 52.214	4-7 or 32.213-1. A	All offers are subje	ect to an	ærms a	ına
		ON A. NAME KAREN TII					LEPHON /744-638		nclude	area code) (NO 0		. E-MAIL ADDRESS ren.tindley@navy.mil	3		
20	1									ONTENTS					
(X) SEC.			SCRIPTION			PAGE((S) (X)	S	SEC.		DESCRI				PAGE(S)
X A S	SOLICIT	PART 1 - Y ATION/ CON	THE SCHE			1	X		Ι (<u> </u>		RACT CLAUSES			19 - 21
		S OR SERVICE			S	2-4		_				IBITS AND OTH	ER ATT	ACHN	
		PTION/ SPECS		TATEMENT	,	5	X		J I	LIST OF ATTA					22
		GING AND MA				6-7			 ,			ONS AND INSTR	UCTION	JS	
		<u>FION AND AC</u> RIES OR PERF				8 - 9 10 - 1	2 X		K I		TONS, CERTIFIC MENTS OF OFFE				23 - 34
		ACT ADMINIS				13 - 1						S TO OFFERORS	S		35 - 38
X H S	SPECIAI	L CONTRACT	REQUIRE	MENTS		17 - 1	8 X		M	EVALUATION 1	FACTORS FOR A	WARD			39 - 41
										pleted by offer					
12. In comis inserte	pliance d by the	with the above	, the undersi the date for	gned agrees, receipt of off	if this of	offer is	accept above,	ed v to f	withi <u>n</u> furnis	n h any or all item		i.) calendar days un ces are offered at			
		OR PROMPT I													
		Clause No. 52 DGMENT OF A		ENITO		AMEN	JIDMEN	JTF 1	NO	DATE	AME	NIDMENT NO		DAT	'E
		cknowledges re				AMEND		DMENT NO.		DATE	AME	NDMENT NO.		DAI	E
		TATION for of		elated											
docum 15A. NAN		nbered and date	CODE				FAC	П.Г	ГΥ		16 NAME AND	TITLE OF PERSO	ON AUT	'HORI'	ZED TO
AND			CODE			•	1110.					R (Type or print)	0111101	TIOK.	
	EROR														
15B. TELI	EPHONI	E NO (Include	area code)	IS	DIFFE	RENT F	TANCE A ROM AE S IN SCH	OV	E - EN		17. SIGNATURE	3	18. O	FFER	DATE
										pleted by Gov	aramant)				
19. АССЕРТ	ED AS T	O ITEMS NUMBI	ERED	20. AMC		VIAIC	<u>D (10</u>	· DC	COIII		NG AND APPROPR	IATION			
22. AUTHO	1	R USING OTHER .C. 2304(c)(THAN FULL	AND OPEN CO		ITION:					INVOICES TO AI otherwise specified)	ODRESS SHOWN	IN I	ITEM	
24. ADMINI	STERED	BY (If other than I	tem 7)	CO	DDE						WILL BE MADE BY		CODE		
													_		
26. NAME (OF CONTR	ACTING OFFICER	(Type or p	print)						27. UNITED STA	ATES OF AMERICA		28. AW	/ARD D	ATE
TEL:			EMA	IL:						(Signature	e of Contracting Office	er)			

AMOUNT

Section B - Supplies or Services and Prices

SUPPLIES/SERVICES

A, 351AS254 and 351AS255.

ITEM NO 0003 OPTION 2 QUANTITY

Terminal Assembly in accordance with Drawings 351AS253 Rev B, 351AS203 Rev

ITEM NO 0001 Base Year	SUPPLIES/SERVICES Terminal Assembly in a A, 351AS254 and 351A	4,089 accordance with Dr	EA	UNIT PRICE \$ B, 351AS203 Rev	\$	AMOUNT
ITEM NO 0002 OPTION 1	SUPPLIES/SERVICES Terminal Assembly in a A, 351AS254 and 351A	accordance with Dr		UNIT PRICE B, 351AS203 Rev		AMOUNT
STEP	LADDER PRICING					
STEP 0002	LADDER NAME	ITEM NO 0002	FROM QUANTITY 1.00 7,001.00 13,001.00 19,001.00	TO QUANTITY 7,000.00 13,000.00 19,000.00 25,000.00	UNIT PRICE \$ \$ \$ \$	

UNIT

UNIT PRICE

STEPL	AD	DFR	PR1	Γ	JG

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
0003	0003	1.00	7,000.00	\$
		7,001.00	13,000.00	\$
		13,001.00	19,000.00	\$
		19,001.00	25,000.00	\$

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0004

OPTION 3 Terminal Assembly in accordance with Drawings 351AS253 Rev B, 351AS203 Rev A, 351AS254 and 351AS255.

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
0004	0004	1.00	7,000.00	\$
		7,001.00	13,000.00	\$
		13,001.00	19,000.00	\$
		19,001.00	25,000.00	\$

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT

0005

OPTION 4 Terminal Assembly in accordance with Drawings 351AS253 Rev B, 351AS203 Rev A, 351AS254 and 351AS255.

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
0005	0005	1.00	7,000.00	\$
		7,001.00	13,000.00	\$
		13,001.00	19,000.00	\$
		19,001.00	25,000.00	\$

Note: Should the Government choose to exercise the stepladder options, each option will be exercised for one quantity only. Under no circumstances will the option be exercised for all four quantities. Once a particular option has been exercised, that option is no longer available.

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0004 - EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

STEPLADDER OPTION

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0004 - PACKAGING LANGUAGE (W/OTHER THAN MIL-E-17555 REQUIREMENT) (NAVSEA)

For Level A packaging and Level A and Level B packing, use of polystyrene "loose-fill" material is prohibited for packaging and packing applications such as cushioning, filler, dunnage, etc.

For Level C packaging and packing and if specifications stated "Domestic shipment and early equipment installation of onboard repair parts", unless approved by the procuring activity (see 6.2 of the packaging specification), use of polystyrene "loose-fill" material for packaging and packing applications such as cushioning, filler, dunnage, etc. is prohibited. When approved, unit packages and containers (interior and exterior) shall be marked or labeled as follows:

Contents cushioned, etc. with polystyrene "loose-fill" material. Not to be taken aboard ship. Remove and discard "loose-fill" before shipboard storage. If required, recushion, etc., with cellulosic material, bound fiber, fiberboard, transparent flexible cellular material, etc.

In Section 6, "Ordering Data" add "when polystyrene 'loose-fill' material is approved".

CLAUSES INCORPORATED BY FULL TEXT

HQ D-2-0004 - IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

HQ D-2-0006 – MARKING AND PACKING LIST(S) (NAVSEA)(NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provide by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

IHD 31 - MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000

- (a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."
- (b) Additional markings are stated below:

Contract No: N00174-06-C-

Bldg: 116

Code: T12CP

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

ISO 9000 Compliance or Equivalent

HQ E-2-0005 - INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION (NAVSEA)

All Item(s) - Inspection and acceptance shall be made at destination by a representative of the Government.

IHD 45 - <u>SAMPLING OF RECEIVED MATERIAL - ORDNANCE MATERIAL AND ORDNANCE COMPONENT PARTS (NAVSEA/IHD) FEB 2000</u>

(a) When the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. receipt inspects ordnance material or ordnance component parts under this contract for Naval rockets or missiles, the following sampling procedures will be used:

MIL-STD-105D - Level I with: AQL of .065 for criticals AQL of 1.00 for majors AQL of w.50 for minors

- (b) In all cases the acceptance number will be ZERO (0), the entire lot will be rejected for any defect.
- (c) Notwithstanding the above, the Indian Head Division, Naval Sea Systems Command, Indian Head, Md. may, at its discretion, accept a defect on a waiver on a case-by-case basis.

IHD 47 - INSPECTION AND ACCEPTANCE TIMEFRAME (NAVSEA/IHD) FEB 2000

Inspection and acceptance of supplies to be furnished under this contract shall be made by the Government within 45 days after receipt of material. Payment will be tendered not later than 30 days after acceptance has occurred.

IHD 49 - INSPECTION AND ACCEPTANCE (DESTINATION) (NAVSEA/IHD) (FEB 2000)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	90 Days ADC	4,089	NAVSEA Indian Head Division Receiving Officer, Building 116 Attention: Carolin Price, Code T12CP 101 Strauss Avenue Indian Head, MD 20640-5035	N00174
0002	120 Days after option is exercised	To be determined after option is exercised	Same as CLIN 0001	N/A
0003	120 Days after option is exercised	To be determined after option is exercised	Same as CLIN 0001	N/A
0004	120 Days after option is exercised	To be determined after option is exercised	Same as CLIN 0001	N/A
0005	120 Days after option is exercised	To be determined after option is exercised	Same as CLIN 0001	N/A

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE	
Within Days	
After Date	
Item No. Quantity of Contract	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

52.211-16 VARIATION IN QUANTITY (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.
- (b) The permissible variation shall be limited to:
- 10 Percent increase

IHD 61 - PLACE OF DELIVERY: DESTINATION (NAVSEA/IHD) FEB 2000

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

Receiving Officer Indian Head Division Naval Sea Systems Command 101 Strauss Avenue Indian Head, Maryland 20640-5035 (b) Bids submitted on a basis other than F.O.B. Destination will be rejected as non-responsive and proposals may be deemed unacceptable.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

- (a) Definitions. As used in this clause--
- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.
- (3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:
- (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at https://wawf.eb.mil.
- (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at https://ecweb.dfas.mil.
- (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
- (i) Information regarding EDI formats is available on the Internet at http://www.X12.org.
- (ii) EDI implementation guides are available on the Internet at http://www.dfas.mil/ecedi.
- (4) Another electronic form authorized by the Contracting Officer.
- (c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.
- (d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

HQ G-2-0002 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor <u>must</u> initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contract	or's facility which
will administer the contract if such address is different from the address shown on the SF 26 or S	F 33, as applicable.
	=

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator: Joyce Weaver

joyce.weaver@navy.mil

Phone Number: (301)744- 6575

Payments/Invoicing: Geneve Wesley

geneva.wesley@navy.mil

Phone Number: (301)744-4845

Technical Representative: Carolin Price

caroline.price@navy.mil

Phone Number: (301)744-2418

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer Patsy Kragh at (301) 744-6669.

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) APR 2005

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without

specific instructions from the Contracting Officer or a duly appointed representative will be returned to the contractor at their expense with no cost or liability to the U.S. Government.

2. The following days are scheduled holidays for Indian Head Division, Naval Sea Systems Command.

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Generally, if the holiday falls on a Saturday, it will be observed the preceding Friday, and if the holiday falls on a Sunday, the observance will be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: http://www.opm.gov/fedhol/index.asp.

3. The hours of operation for the Procurement Department and Receiving Branch are as follows:

<u>AREA</u>	FROM	<u>TO</u>
Procurement Dept. (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M	11:00 A.M
	12:30 P.M.	2:00 P.M.

If you intend to visit the Procurement Department, please call for an appointment at least 24 hours in advance

IHD 88 - CERTIFICATE OF ANALYSIS (NAVSEA/IHD) FEB 2000

- (a) A certificate of analysis/test showing that the material has been sampled and/or tested and found to be within the minimum requirements of the specification/drawing/contract shall be prepared. The certificate shall be () maintained by the contractor for a minimum of one (l) year from the completion of the order/contract or (X) forwarded to this activity; one (1) copy to accompany the shipment (in the packing list envelope) and one (1) copy mailed to arrive at time of receipt of the shipment (mark the certificate to the attention of: Code T12CP.
- (b) Each certificate must be traceable to the material covered by the certificate. The certificate shall state, above the signature of a legally authorized representative of the company the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(c) Certificate for shipments of bulk chemicals shall state contract number, drawing or specification number, lot number, rail car number if shipped by rail or trailer number if by truck, and the date of shipment.

- (d) Any demurrage accrued as a result of detaining commercial carriers because of nonreceipt of the certificate shall be the responsibility of the Contractor.
- (e) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 <u>ADDITIONAL DEFINITIONS (MAY 1993)</u>

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
- (1) <u>National Item Identification Number (NIIN)</u>. The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
- (2) <u>National Stock Number (NSN)</u>. The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997)

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center P.O. Box 8000 Corona, CA 91718-8000 Phone: (909) 273-4677 or DSN 933-4677

FAX: (909) 273-5200

Internet: http://www.gidep.corona.navy.mil

(End of Text)

IHD 113 NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION TITLE

K Representations, Certifications and Other Statements of Offerors (Bidders)

L Instructions, Conditions, and Notices to Offerors (Bidders)

M Evaluation Factors for Award

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or	
32.203 0	Improper Activity	3711 (1)) /
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal	SEP 2005
	Transactions	
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.208-9	Contractor Use of Mandatory Sources of Supply	JUL 2004
52.209-6	Protecting the Government's Interest When Subcontracting	JAN 2005
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and RecordsNegotiation	JUN 1999
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other	OCT 1997
	Than Cost or Pricing DataModifications	
52.216-4	Economic Price Adjustment-Labor and Material	JAN 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor Cooperation with Authorities and Remedies	JAN 2006
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of	DEC 2001
	the Vietnam Era, and Other Eligible Veterans	
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans	DEC 2001
	Of The Vietnam Era, and Other Eligible Veterans	
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-1	Buy American ActSupplies	JUN 2003
52.225-3	Buy American ActNorth American Free Trade Agreement	JAN 2006
	Israeli Trade Act	
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned	JUN 2000
50.005.1	Economic Enterprises	WW 1007
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright	AUG 1996
	Infringement	

52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds TransferCentral Contractor	OCT 2003
32.232-33	Registration	OC1 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-	MAY 2004
32.24) 2	Price)	WII 1 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	
	Contract-Related Felonies	
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a	SEP 2004
	Terrorist Country	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	MAR 1998
	The Government of a Terrorist Country	
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2005
252.225-7025	Restriction on Acquisition of Forgings	JUN 2005
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written

notice to the Contractor within <u>AS INDICATED BELOW</u>. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

OPTION I WITHIN 365 DAYS AFTER AWARD
OPTION II WITHIN 365 DAYS AFTER EXERCISE OF OPTION I
OPTION IV WITHIN 365 DAYS AFTER EXERCISE OF OPTION III

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."------

The Contractor shall insert the name of the substance(s).

(End of clause4)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet/gov/far

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

- 1. Drawings listed in Section B.
- 2. Detail Certifications
- 3. Past Performance Matrix Sheet
- 4. Past Performance Questionnaire Sheet
- 5. Past Performance Interview Sheet

ATTACHMENTS WILL BE LOCATED AT THE END OF THE SOLICITATION. ATTACHMENTS 3, 4, AND 5 WILL BE REMOVED AFTER AWARD OF CONTRACT.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To	SEP 2005
	Influence Certain Federal Transactions	
52.222-38	Compliance With Veterans' Employment Reporting	DEC 2001
	Requirements	
252.209-7001	Disclosure of Ownership or Control by the Government of a	SEP 2004
	Terrorist Country	

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that --
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
- (i) Those prices,
- (ii) The intention to submit an offer, or
- (iii) The methods of factors used to calculate the prices offered:
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory --
- (1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison ______ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
(End of clause)
52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)
(a) Definitions.
Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
(d) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
Sole proprietorship;
Partnership;

___ Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(f) Common parent.
Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
Name and TIN of common parent:
Name
TIN
(End of provision)
52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].
(2) The small business size standard is [insert size standard].
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
() Paragraph (c) applies.
() Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications

currently posted electronically have been entered or updated within the last 12 months, are current, accurate,

referenced f 4.1201); exc date]. These	or this solici cept for the c amended re	tation), as of th hanges identifi	ne date of this of ed below [offe and/or certific	g the business size standard applicable to the NAICS code offer and are incorporated in this offer by reference (see FAR ror to insert changes, identifying change by clause number, title cation(s) are also incorporated in this offer and are current,
FAR Clause	Title	Date	Change	
Any change	s provided b		re applicable t	o this solicitation only, and do not result in an update to the
(a) Offerors	are invited t	to state an opin	ion on whether	PPLIES (AUG 1987) r the quantity(ies) of supplies on which bids, proposals or mically advantageous to the Government.
recommend quoted for a occurs. If the OF PR	an economic pplicable ite ere are signi	c purchase quarems. An econor	ntity. If different mic purchase c eaks at differer IONS	nt quantities would be more advantageous is invited to ent quantities are recommended, a total and a unit price must be quantity is that quantity at which a significant price break at quantity points, this information is desired as well.
(c) The info and to assist Government	rmation requ the Govern	uested in this p ment in develo e right to amen	rovision is bei ping a data ba d or cancel the	ng solicited to avoid acquisitions in disadvantageous quantities se for future acquisitions of these items. However, the solicitation and resolicit with respect to any individual item in requirements indicate that different quantities should be

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(End of provision)

- (i) The Offeror and/or any of its Principals -
- (A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Juris diction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18. United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to fumish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent (End of provision)

- 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) ALTERNATE I (APR 2002)
- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332995.
- (2) The small business size standard is 500 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_______.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:
Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.
(c) Definitions. As used in this provision
Service-disabled veteran-owned small business concern
(1) Means a small business concern
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.
Veteran-owned small business concern means a small business concern
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
"Women-owned small business concern," means a small business concern
(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.
(d) Notice.
(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall
(i) Be punished by imposition of fine, imprisonment, or both;
(ii) Be subject to administrative remedies, including suspension and debarment; and
(iii) Be ineligible for participation in programs conducted under the authority of the Act.
(End of provision)
52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)
(a) Definition.
Forced or indentured child labor means all work or service
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.
Listed End Product
Listed Countries of Origin

- (c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.
- () (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- () (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) () It has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that--
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C.

- 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
- () (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- () (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
- () (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- () (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094.
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- () (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2005)

- (a) Definitions. Domestic end product, foreign end product, qualifying country, qualifying country end product, and United States have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) Evaluation. The Government--
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) Certifications and identification of country of origin.

offeror certifies that
(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and
(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
(2) The offeror certifies that the following end products are qualifying country end products:
(Line Item Number Country of Origin)
(Country of Origin)
(3) The following end products are other foreign end products:
(Line Item Number)
(Country of Origin) (If known)
(End of provision)
252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)
(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.
(b) Representation. The Offeror represents that it:
(1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
(2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.
(End of provision)

- (a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.
- (b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

(End of Notice)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-14	Notice Of Priority Rating For National Defense Use	SEP 1990
52.215-1	Instructions to Offerors Competitive Acquisition	JAN 2004
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Supply contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

6. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

NAVSEA INDIAN HEAD DIVISION 101 STRAUSS AVENUE BUILDING 1558 ATTENTION: PATRICIA KRAGH, CODE C12P INDIAN HEAD, MD 20640-5035

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet/gov/far

HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

- (a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to _____, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s).

 Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.
- (b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.
- (c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.
- (d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.
- (e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

HQ L-2-0009 - SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

HQ L-2-0010 - <u>SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA)</u> (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

- I. GENERAL INSTRUCTIONS
- A. Past Performance information and the price proposal shall be submitted in separate volumes.
- B. The offeror shall submit the following information:
 - 1. Two (2) completed and signed solicitation packages, with all representations and certifications executed, and with prices in Section B.
 - 2. Three (3) copies of the past performance information, Volume I.
 - 3. Three (3) copies of the price proposal, Volume II.
 - 7. One (1) copy of Subcontracting Plan and a Minimum of one SF 294, if required. Volume III

Volume I - Shall address Past Performance, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

Past Performance

Offeror shall provide a minimum of three references. Data reference sheets shall contain the following information: (Offerors must provide the part performance information or affirmatively state in writing that it possesses no relevant past performance information. Failure to do so may result in the offer being determined Neutral.)

- (a) Contract Number
- (b) Who was the contract with (name of agency/company)
- (c) Point of contract and telephone number of the contracting officer of contracting officer's representative
- (d) Dollar value of the contract
- (e) Detailed description of the work performed
- (f) Was work completed on time with a quality product delivered without any degradation in performance or customer satisfaction
- (g) Number, type, severity of quality, service, or cost problems in performing the contract, corrective action taken, if any, and the effectiveness of the corrective action.

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The offeror shall provide a list of references using the Past Performance Matrix, (Enclosure 1), who will be able to provide

information regarding the offeror's past performance during the past three (3) years regarding: (1) customer satisfaction; (2) timeliness; (3) technical success; (4) program management; (5) and the quality of products.

The offeror will submit the Past Performance Questionnaire to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. THE OFFEROR SHALL INSTRUCT THE REFERENCES TO COMPLETE THE PAST PERFORMANCE QUESTIONNAIRE AND MAIL or FAX THEM DIRECTLY TO:

Naval Surface Warfare Center 101 Strauss Avenue, Bldg 1558 Attn: Karen Tindley C12J Indian Head MD 20640-5035 Fax: 301-744-6547

The offeror's selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the Contract Specialist by CLOSE OF THE SOLICITATION may result in the inability of the Government to rank the offeror's past performance.

Volume II - Price

Price will be evaluated by the Contracts personnel to determine fairness and reasonableness through the most appropriate method available.

Volume III - Subcontracting Plan – applies only to large businesses.

Shall address Factor 8 – **Subcontracting Plan**, supplements as detailed below. Not to exceed 20 single sided pages, not less than 10 pitch (Times New Roman or similar).

Other than Small Business offerors shall submit a Small Business Subcontracting Plan. It should address all items cited in FAR 52.219-9(Jan 2002) (See also 252.219-7003 (April 1996). The plan will not be subject to merit evaluation it will be pass/fail only. Offeror's subcontracting plan shall become part of any resultant contract.

The proposed Small Business Subcontracting Plan will be reviewed to ensure that the contractor meets or exceeds the minimum requirements set forth by the Navy. The Navy's subcontracting goals for this requirement are 23% of the effort for Small Business; 5% of the effort for Small Disadvantaged Businesses; 5% of the effort for Small Women-Owned Businesses; 3% Veteran Owned; 3% of the effort for Service Disabled Veteran Owned Businesses; and 3% of the effort for HUBZone Businesses. Offerors submitting Small Business Subcontracting Plans per FAR clause 52.219-9 Small Business Subcontracting Plan (Jan 2002) and DFARS clause 252.219-7003 Small, Small

Disadvantaged and Women Owned Small Business Subcontracting Plan (DOD Contracts) (April 1996) which reflects s Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as part of the subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal can not be proposed. Offerors should also note that submission of the Subcontracting Plan shall be concurrent with the submission of the Offeror's proposal. The Government reserves the right to confer with the contractor on elements of the Small Business Subcontracting Plan; however, those conversations will not constitute discussions as defined in FAR 15.306©.

The Offerors shall submit copies of final SF 294's for recent relevant contracts which best determines their ability to achieve the proposed subcontracting goals. The SF 294's will be reviewed to determine the Offeror's past performance in regards to meeting previously proposed subcontracting goals.

Page 39 of 42

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

HQ M-2-0006 - <u>EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)</u>

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

IHD 211 - <u>SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000)</u> (NAVSEA/IHD)

I. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Past Performance Price

With respect to past performance, the Government is more interested in obtaining excellence past performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the proposed margin past performance. In determining best overall value, the Government will first assess an offeror on the basis past performance. Then the Government will compare the tradeoffs between relative margins price. The offer who represents the best value will be the offeror who represents the best tradeoff between superior past performance and price.

- A. PROPOSALS (In descending Order of Importance)
 - 1. The following factors shall apply:
 - 4. Past Performance
 - Price
 - 6. Subcontracting Plan (if required)

B. PAST PERFORMANCE

- 1. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort.
- 2. The Government will evaluate the quality of the offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as reliability, quality and customer satisfaction. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, information obtained from other sources, including past and present customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.
 - a. The subfactors listed below (which are equal in importance) will be used to evaluate past performance:
 - I. Customer Satisfaction. The offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.
 - II. Timeliness. The offeror's demonstrated ability to meet contract schedules and delivery dates.
 - III. Technical Success: The offeror's demonstrated ability to conform to contract requirements.
 - IV. Program Management: The offeror's ability to meet or exceed its subcontracting plans.
 - V. Quality of Service: The offeror's demonstrated ability to conform to contract specifications requirements.
 - 3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

Exceptional: The offeror's performance was consistently superior. The contractual performance was accomplished with some minor problems, to which corrective action taken by the contractor was highly effective.

Good: The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

Average: The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

Poor: The offeror performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

Neutral: No record exits.

N/A: The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question.

4. Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance

evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offer that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

C. PRICE

Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

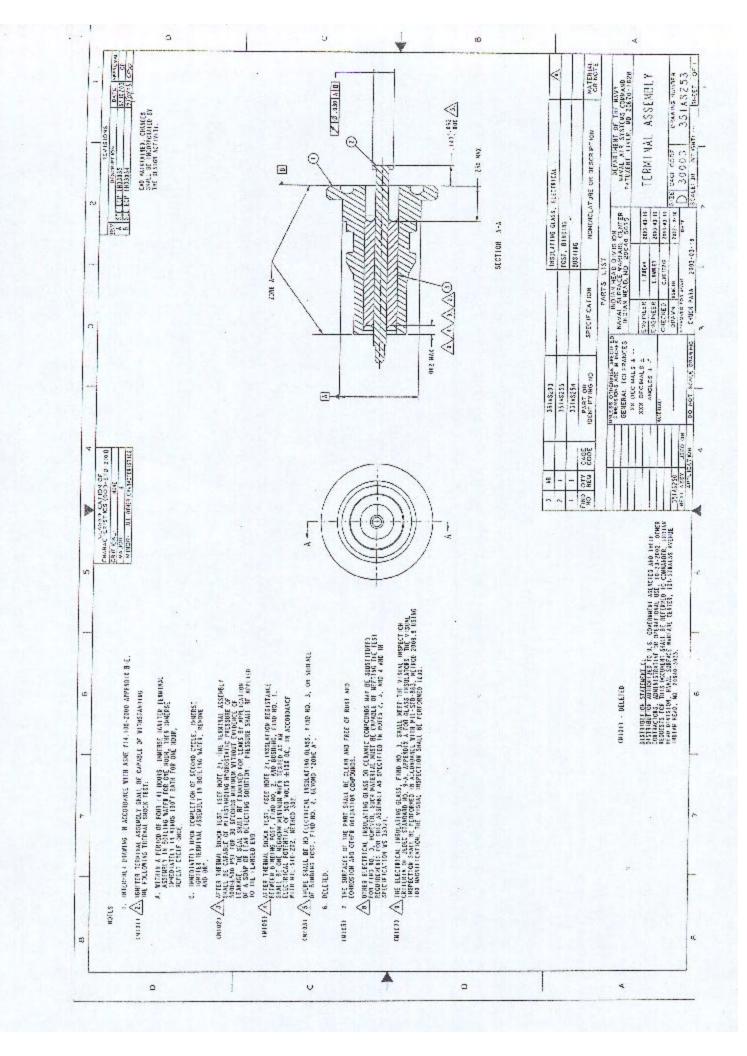
II. The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost/price, technical and past performance standpoint. However, if considered necessary by the contracting officer, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

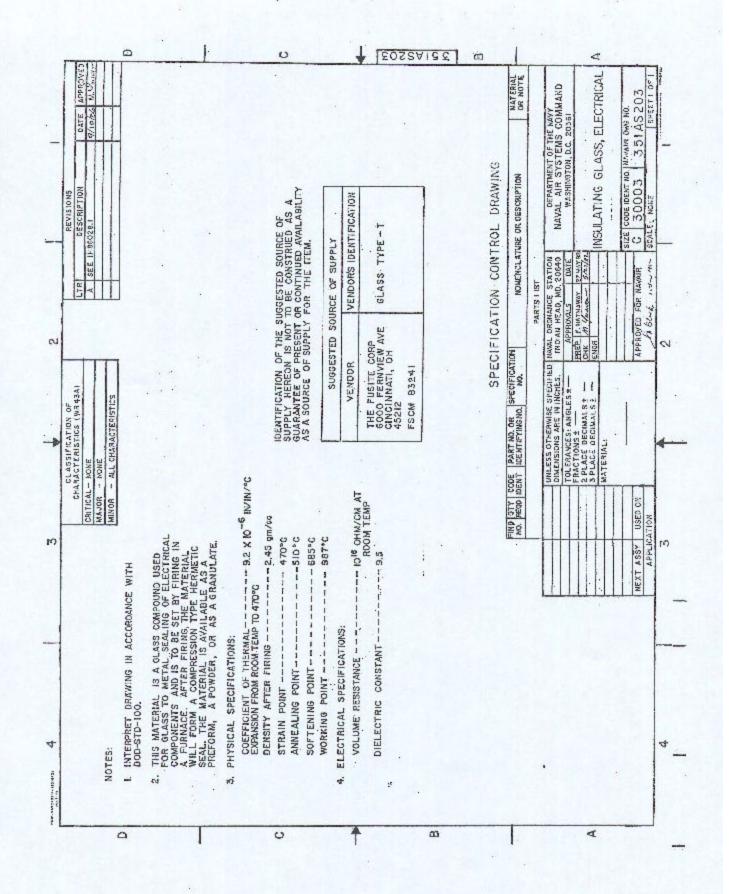
METHODOLOGY

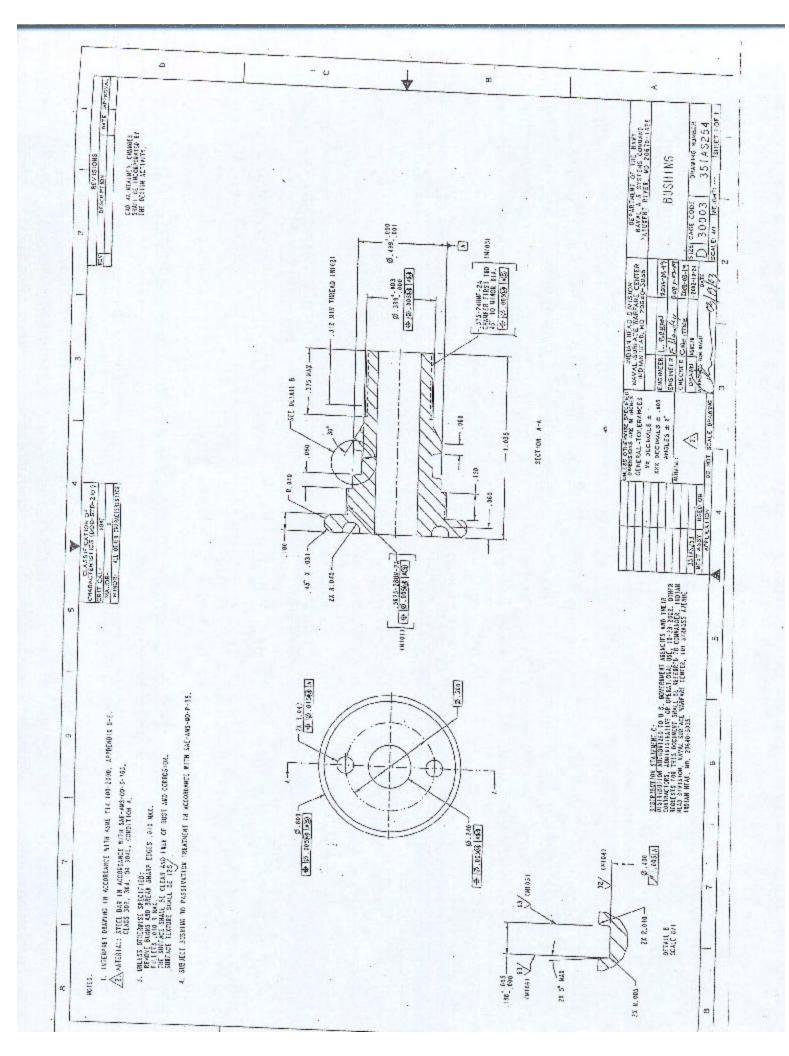
Once all evaluations are complete, the corresponding scores shall be tabulated and placed in a chart as follows in this example:

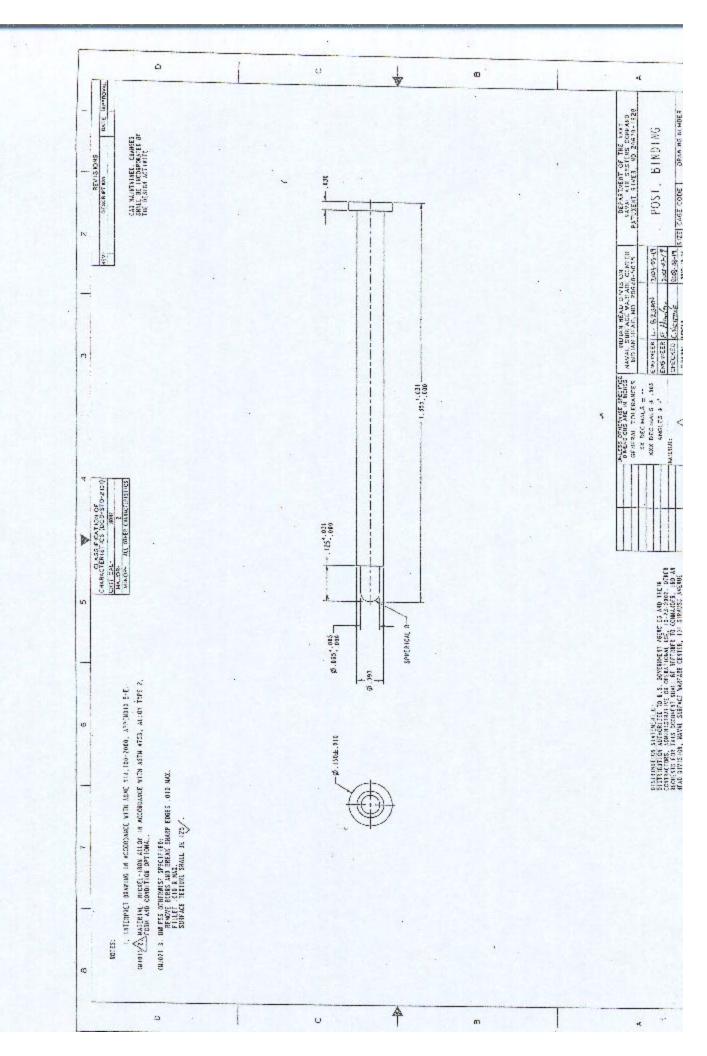
Offerors	Factor I	Factor II
	Past Performance Rating	Price
A	Excellent	\$2,250,500.00
В	Excellent	\$2,400.000.00
C	Good	\$2,050.000.00
D	Excellent	\$2,000,000.00
E	Poor	\$1,950,500.00

Once this information is tabulated, offerors will be compared making value and price tradeoffs and award(s) will be made to the offeror that represents the Best Value to the Government. If the offeror with the highest rating also represents the lowest price, then that offeror is clearly the Best Value. If an offeror with higher rating has a higher price, then a determination must be made whether the difference in value is worth the higher price. In the example, the Government may award to Offeror A, Offeror B(if it could be determined whether the difference in greater value is worth the difference in price when compared to Offeror A), or Offeror D. Offeror E, even though reflective of a low price would be eliminated based on the POOR Past Performance rating.









Naval Surface Warfare Center To: Indian Head Division

101 Strauss Avenue Indian Head, MD 20640-5035 ATTN: T12CP X2418

teoT seodtveH					
lenateM			400		
	To Keep On File		ToT Forward	attached to	ou tile
	op seerT inpov eve			biswriot lliw I teot ceorit vettueen etch ethes	IIIW I nieIniem psorff
at nU to radmuM		6807			
тецеоч устан жа	71	BMBSSA JANIMRE	A		
Draw ng/Specification Mumber		SAIZE	253 REV 8		
Confract/Purchase Order Number					

COA - Certificate of Analysis COC - Certificate of Compliance		(enumeration of the control of the c				
TSEL ESISTANCE TEST			202			
HERMAL SHOCK TEST			202			
Nher						
raniii eoshu						
nobevises Firishi eviloulor						
we Penetrant Inspection						
nodbeganl birlgangoibal						
Minasonic Inspection						
noitoeqani eloine9 oitengel						
gribleV						
taer Titael						
fast lest/enuaser			202			
feoT seembash						
lanetal			400			
	To Keep On File		ToT Forward	attached to	ou ille	

INSULATING GLASS

SOSSAFEE

Y NAY

Naval Surface Warfare Center noisiviQ beet neibni :oT

мелдолЯчетияМ тива

Drawing/Specification Number

· COC - Certificate of Compilance

ContractPurchase Order Number 101 Strauss Avenue Indian Head, MD 20640-5035 ATTN: TISCP X2418

SisylenA to electificate of Analysis	Dr Z	11		
			1 1	
				-17.2
ue.				
rinish eoch				
nottavless@vrleini3 evitoero				
о Репейалі паресіюл				
uppodeujoju probenjoju				
rioitpedani pindear				
notice enticle Inspection				
gnible				
learT tea				
ssarre/Leak Test				
iseT asentu				
leinola		COA		H - Nr 2010
	On File	Forward	199018 SIU1	elit no
	To Keep	201	of bortoeffe	shao
			ceuts	eseul
	miuper are	laef eath	lliw I nistnism	
	These cort	These corts		
			brawrol lliw I	
atinU to redinu		68Gp		

(elutionals poshoritals)

BUSHING TERMINAL

361A3264

To: Indian Head Division Naval Surface Warfare Confer 101 Strauss Avenue Indian Head, MD 20640-5035 ATTM: T12CP

Number of Units

Contract/Purchase Order Mumbor

Uswing/Specification Mumber

Interpretation Mumber

COA - Certificate of Rnalysis COC - Certificate of Compilance		(antiengis besindinA)		
	T			
nerti				
riaini aostu				
noticuleses/insini avibator		500		
		200		
Ponelrant Inspection				
noilpoqani piriqangoba				
Inasonic Inspection				
noticocent eloins Particle Inspection				NORTH THE TAX
gnible				
tearT tea				
ressure/Legk est				-13 11
1seT seenbid				
lenetal		AOO		
	On File	Forward	taarts sirit	alit no
	To Keep	10,	ot behoette	COLFE
	ahes seofT beniupen ene		brewnot liiw i taet eaerif keitusen steb etreo	Iliw I nistrilem szorit

To: Indian Head Division Naval Surface Warfare Center 101 Streuss Avenue Indian Head, MD 20640-5035 ATTN: TI2CP

Contractification Order Number

Crawing/Specification Mumber

Brawing/Specification Mumber

Read Program

Post, singing

A089

• COA - Certificate of Analysis • COC - Certificate of Compilance		omerels peziogray)			
			4		
Dank					
dainiR eashuá				approximate the	
notisessquicini? eviteetor					
ye Penetrani Inspection					
naitoetaphio Inspection					
noilogeart pineastit	2 12 12 12				
nolloagent aloine9 oilenych					
δυ:p e _Λ					
18erT Iseh				Barrier B	
teaT AseJ/eruasero					
tao t asenthal					
lahelah		202			
	To Keep On File	To* Forward	behastle sent zint	corts on file	
	theo esentT enlupes ess		whot iliw i sol asant lusan atab shao	llivr I nistnism azədi	

PAST PERFORMANCE MATRIX

		References
*		S Value of Contract
		Work Description
		Contract Completed on Time YES/NO
		Contract Completed at Cost VES/NO (if no % of overrun)
		Provide Explanation for NO answers

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

SOURCE SELECTION INFORMATION SEL FAR 3.104

ROB SOTICILVLION NOWRER MOOI 14-00-18-0032 BYSL BEBROKMYNCE ÖNESLIONNVIKE COAEK SHEEL

	Type of work performed by referenced offer:
nors	Length of time your firm has been involved with the off
	Name of the person and title completing questionnaire:
	Матте of company completing questionnaire:
	Name of offeror questionnaire is being completed for:

SUBMIT PAST PERFORMANCE QUESTIONNAIRE TO:

NAVSEA INDIAN HEAD DIVISION
101 Strauss Avenue, Bldg 1558
Indian Head MD 20640-5035
Code C123
COde C123
COTT TON
COTT
COTT TON
CO

SOURCE SELECTION INFORMATION SEE FAR 3.104

SOTICILVATION NUMBER: N00174-06-R-0035 PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item in question then you should mark "N/A".

EVALUATION CRITERIA

Exceptional
The offerors performance was consistently superior.

The contractor were highly effective action taken

By the contractor were highly effective.

Good - The offerors performance was good, better than average,
Etc., and that they would willingly do business with the
Offeror again. The contractual performance was
Accomplished with some minor problems for which

Average - The offerors performance wa adequate. The confractual performance reflects a problem, to which the confractor has not yet identified corrective actions. Consideration would take part in awarding a confract

Corrective actions taken by the contractor were effective.

to the offeror again.

Neutral - No record exists.

- 100d

The offerors performance was entirely unsatisfactory And that they would not do business with the offeror again under any circumstances. The contractual performance of the element being assessed contains problems for which the contractor corrective actions appear to be or were ineffective.

SOURCE SELECTION INFORMATION SEE FAR 3,104

CUSTOMER SATISFACTION

A/K 4 N	A	Э.	bered	Alle	Quality, reliability, and maintainability of hardware do	.6
∀/N d N	٧	Я	.b	enev	The contractors quality and reliability of services delir	.8
					ODUCT QUALITY	84
V/N	L J	N	V	Е	The contractors ability to resolve problems.	٦.
V/N	C d	N.	V	E	The contractors ability to complete tasks contectly the first time.	.9
∀/Ւ	T d	N	A	Е	The contractor had a clear understanding of the work Detailed in the SOW.	5.
					YTIJI8AI	BE
V/N	I d	N	Y	E	The contractors ability to ensure, to the extent of its responsibility, that all tasks were completed within The requested time frame.	.4.
					IELINESS	ΝIΤ
V/N	Б	N	V	Е	The contractors ability to accurately estimate Costs.	3,
¥/N	d	N	٧	H	The contractors personnel were qualified To meet the requirements.	5.
V/N	d	И	٧	E	The referenced contractor was responsive to the Customers needs.	· I.

ATTACHMENT 5 SOURCE SELECTION INFORMATION SEE FAR 3.104

PLEASE PROVIDE SUBJECTIVE REPONSES FOR THE FOLLOWING:

nterviewers Name: Date .
Thank you for taking the time to complete the above information.
Нідһіу шсоорегайче
Somewhat uncooperative
Cooperative
Ніділу соорстаніче
13. In summary, which of the following would you choose to describe reference contractors willingness to cooperate to resolve performance disagreements:
Entirely unacceptable
Slightly less than acceptable
Acceptable
Slightly detter than acceptable
Significantly better than acceptable
12. In summary, which of the following would you choose to describe the quality of the referenced contractors service:
11. Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?
10. Would you recommend this contractor for similar government contracts? Please explain:

SOURCE SELECTION INFORMATION SEE FAR 3.104

VLLVCHWEAL 2